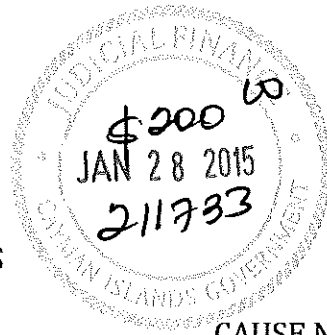


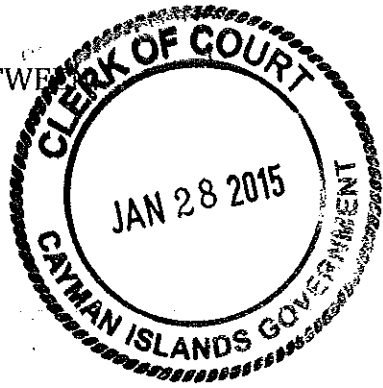
IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION



G0013
OF 2015

CAUSE NO:

BETWEEN



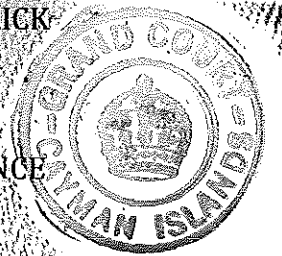
DIONNE M. FREDERICK

Plaintiff

AND:

GILLIAN E. LAWRENCE

Defendant



WRIT OF SUMMONS

TO: Gillian E. Lawrence
George Town
Grand Cayman

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

Within 28 days after the service of the Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495, George Town, Grand Cayman, Cayman Islands, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgement may be entered against you forthwith without further notice.

Issued this 28th day of January 2015.

NOTE: - This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue renewed by order of the Court.

IMPORTANT

Directions for Acknowledgment of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Defendant entered an Exchange of Property Agreement ("the Contract") with the Plaintiff on 4th January 2006. A copy of the Agreement is hereto attached.
2. In accordance with the Agreement, the Defendant agreed to exchange her bare land which is registered on the Cayman Islands land register as Registration Section Savannah and being Block 27B Parcel 43 ("the Defendant's Property"), to the Plaintiff in exchange for a property which is registered on the Cayman Islands land register as Registration Section Beach Bay and being Block 32D Parcel 92 ("the Plaintiff's Property"), a property which the Plaintiff had transferred to the Defendant in December 2002 without monetary exchange.
3. In accordance to the Contract, Telecommunication Engineering Co-operative Credit Union Limited had a lien on the Defendant's Property to secure and outstanding loan for the Defendant. A copy of the land register is hereto attached.
4. On 17th July 2007, the Plaintiff placed a Caution on the Defendant's Property.
5. The Plaintiff executed all relevant land transfer documents and caused the Plaintiff's Property to be transferred to the Defendant. A copy of the Plaintiff's executed land transfer papers to allow transfer to the Defendant is hereto attached.
6. In accordance with the said Contract, the complete repayment of all charges against the Defendant's Property was the full responsibility of the Defendant.
7. The Defendant represented to the Plaintiff that she would make reasonable and timely efforts to pay off the loan within a reasonable period of time and thereafter would transfer the Defendant's Property to the Plaintiff.
8. The Defendant has been on and off island frequently since the Contact but has provided the Plaintiff with two email addresses being charlieparrot@hotmail.com and charlierparrot@yahoo.com and a telephone number for contact.
9. The Plaintiff kept in touch with the Defendant who recently advised her that she was working as a doctor at the Bustamante Hospital in Jamaica.

10. In December 2014, The Plaintiff attended the Land Registry and was lead to believe that the loan which was tied to the Defendant's Property might have been transferred to the Plaintiff's Property which was transferred to the Defendant in December 2002.
11. The Plaintiff immediately sent an email on 1st December 2014 to the Defendant advising her that the Plaintiff had spoken to a Lands & Survey officer who advised her that the Defendant's Property land could be transferred in her name as the bank seem to have placed all their charges on Plaintiff's Property which was transferred to the Defendant in December 2002.
12. In the said email of 1st December 2002, the Plaintiff further notified that Defendant that she had begun to complete the transfer papers for the Defendant's Property for the Defendant to sign. A copy of the email is attached hereto.
13. The Defendant did not respond to the Plaintiff's email.
14. The Plaintiff made several telephone calls to Defendant but always unanswered.
15. The Plaintiff understands that the Defendant mother resides in the Cayman Islands and that the defendant visits the island regularly to spend time with her mother.
16. The Plaintiff understood that the Defendant was on island on the 7th December 2014.
17. The Plaintiff grew very concerned and again emailed the Defendant to make contact to have the land transfer papers signed by the Defendant. A copy of the email is hereto attached.
18. The Defendant did not respond to the Plaintiff's second email of 4th December 2014.
19. The Defendant has failed to sign the land transfer papers to allow the Plaintiff good title as agreed.
20. The Plaintiff honestly believes that the Defendant intends to withhold the Defendant's Property and not to transfer it to the Plaintiff as agreed.

AND THE PLAINTIFF claims:

21. Disclosure by the Telecommunication Engineering Co-operative Credit Union Limited whether the Defendant's loan has been full paid;
22. A Discharge of Charge to be filed by the Telecommunication Engineering Co-operative Credit Union Limited if the Defendant's loan has been full paid;
23. If the loan is not fully paid, the Defendant to pay off the loan within 3 months of court hearing to allow Discharge of Charge;
24. The Defendant to immediately execute all relevant land transfer papers to allow the defendant's Property to be transferred to the Plaintiff;
25. Costs
26. Further or other relief as the Court deems fit.

If within the time for returning the Acknowledgment of Service, the Defendant complies with the Plaintiff's claim herein, further proceedings will be stayed. The Defendant is to arrange settlement of claim with the Plaintiff or her Attorney.



Sonia Bush & Associates Law Firm
Attorneys for the Plaintiff

This Writ is filed by Sonia Bush & Associates, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service and correspondence is Grand Pavilion Commercial Center, 802 West Bay Road, P.O. Box 11139, Grand Cayman, KY1-1008 Cayman Islands.

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICES
OF WRIT OF SUMMONS

1. The accompanying form of acknowledgment of Service should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings must also serve a defence on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is indorsed on the Writ (i.e. the words "Statements of Claim" appear on the top of page 2) the Defence must be served within 28 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgement is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 28 days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgement against him without further notice.

3. A Stay of Execution against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, issue a Summons for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

See over for notes for guidance
Please complete overleaf

Notes for Guidance

1. Each Defendant (if there is more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 28 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (the name stated on the Writ of Summons)"
4. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....) after his name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorized to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

Notes on address for service

Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

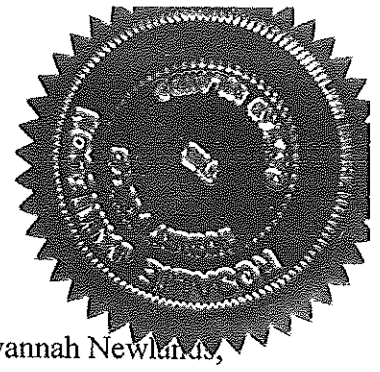
Defendant in person: where the Defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communication for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

Indorsement by Plaintiff's Attorney (or by Plaintiff if suing in person) of his name, address and reference, if any, in the box below.

Sonia Bush & Associates Law Firm
Attorneys-at-Law
Grand Pavilion Commercial Center,
802 West Bay Road,
P.O. Box 11139
Grand Cayman, KY1-1008
Cayman Islands.

Indorsement by Defendant's Attorney (or by Defendant if suing in person) of his name, address and reference, if any, in the box below.

EXCHANGE OF PROPERTY AGREEMENT



Terms defined within this document shall mean the following:

'Property Recipient' – Ms. Dionne M. Frederick of 381 Bodden Town.

'Property Donor' – Ms. Gillian E. Lawrence of Beach Bay, Bodden Town.

'Property' – (Block /Parcel) 27B 43 (0.43 acres), bare land located in Savannah Newlands, ChampFleur rd, Cayman Islands, Grand Cayman, B.W.I.

'TECCU' - Telecommunication Engineering Co-operative Credit Union Limited

In consideration of the land located in Beach Bay (Block 32D Parcel 92) that was transferred from Ms. Dionne M. Frederick to Ms. Gillian E. Lawrence in December 2002 without any monetary exchange, both parties have agreed that the bare land located in Savannah Newlands (Block Parcel) would be transferred to Ms. Dionne M. Frederick of Bodden Town without any monetary exchange taking place.

I Gillian E. Lawrence of Beach Bay, Bodden Town, otherwise known as the **Property Donor**', hereby agree to transfer the said property to Ms. Dionne Frederick of 381 Shamrock rd Bodden Town (**Property Recipient**') upon successfully clearing all charges against the property currently held by TECCU.

I hereby affirm the following:

CERTIFIED TRUE AND CORRECT SIGNATURE
~~THOSE~~ PERSONS BEING KNOWN TO ME

James M. Lawrence

1. The said property is currently being held by TECCU to secure an outstanding loan balance.
2. Ms. Frederick is by no means obligated to satisfy any outstanding payments currently held against the property by TECCU.
3. Complete repayment of the all charges against the property held by TECCU is the full responsibility of the **Property Donor**.
4. The property cannot be sold or subjected to additional charges against it without the written consent of Ms. Dionne M. Frederick.
5. In the event the loan is defaulted for whatever reasons or the property becomes the possession of TECCU, I will repay Ms. Frederick the then fair market value of the property.

Dionne M. Frederick

G. Lawrence

Dionne M. Frederick ('Property Recipient')

Gillian E. Lawrence ('Property Donor')

Signed this 4th day of January 2006.

All above Signatures in agreement of the above mentioned without due rest.

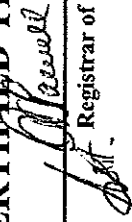
**CAYMAN ISLANDS
LAND REGISTER**

CERTIFIED TRUE COPY

Edition 5
Opened 14 NOV 2007

A - PROPERTY SECTION

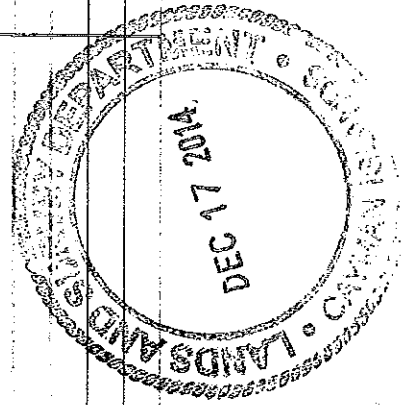
Registrar of Lands



CROWN/PRIVATE		APPURTENANCES	
Nature of title	ABSOLUTE/PROVISONAL	A 15-ft. wide VROW along the northern boundaries of 27B 33 with a 15ft. truncation as indicated on the Registry Map. (2328/89)	
Origin of title	FIRST REGISTRATION	Registration Section SAVANNAH	
MUTATION No	M 4560	Block and Parcel No. 27B 43	
		Name of Parcel	
		Approx. area 0.43 Acre	
		No. 27B 43	

B - PROPRIETORSHIP SECTION

ENTRY No.	DATE	INSTRUMENT No.	NAME AND ADDRESS OF PROPRIETOR(S)	SIGNATURE OF REGISTRAR
2	28/05/97	3959/97	GILLIAN LAWRENCE, P.O. Box 1504, George Town, Grand Cayman, Cayman Islands.	M.JERVIS
4	17/07/07	8355/07	Note: Not to transfer without consent of Chargee (RLL Sec. 68) BM Caution: Dionne M. Frederick, P.O. Box 183 SAV, KY1-1501 Grand Cayman.	G. A. Masca



[Empty box for Instrument No.]

CAYMAN ISLANDS

The Registered Land Law (2004 Revision)
The Registered Land Rules (2003 Revision)

THIRD SCHEDULE

CAUTION

REGISTRATION SECTION

BLOCK

PARCEL

SAVANNAH NEWLANDS

27B

43

I/WE DIONNE M. FREDERICK

of Box 183 SAV KY1-1501 Grand Cayman

claim an interest as EXCHANGE OF PROPERTY AGREEMENT

in the land comprised in the above-mentioned title and forbid the registration of dealings and the making of entries in the register relating thereto (altogether) or to the following extent

without my/~~our~~ consent, until this caution has been withdrawn by me/~~us~~ or removed by order of the court or of the Registrar.

Dated this 23rd day of May

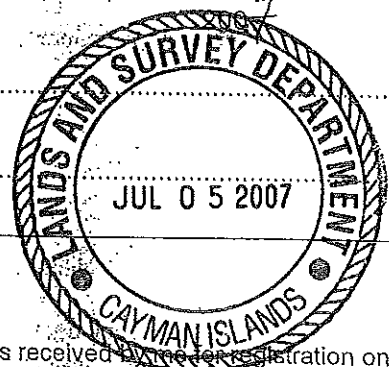
Signed by the Applicant: Dionne M. Frederick

Certified to be a true and correct copy

in presence of
ROBERT B. BODDEN
NOTARY PUBLIC

IN AND FOR THE CAYMAN ISLANDS

My commission expires 3/1/08 FOR OFFICIAL USE ONLY



I, the Registrar of Lands in the Cayman Islands hereby certify that this document was received for registration on the..... day of 200..... and that stamp duty assessed/adjudicated by me/Treasury at C.I.\$..... and Land Registry fees at C.I.\$..... relating thereto have been paid.

REGISTERED this day of 200.....

REGISTRAR OF LANDS
CAYMAN ISLANDS

CERTIFICATE OF IDENTIFICATION

Name DIONNE M FREDERICK

I HEREBY CERTIFY that the above named PERSON appeared before me on the 25th day of MAY 2007 and being identified by*

(or being known to me) acknowledged the above signature or mark to be his/theirs and that he/they had freely and voluntarily executed this instrument and understood its contents.

[Signature]
ROBERT B. BODDEN
NOTARY PUBLIC
IN AND FOR THE CAYMAN ISLANDS
Signature and designation of the person certifying
My commission expires 31/11/07

CERTIFICATE OF IDENTIFICATION

Name

I HEREBY CERTIFY that the above named appeared before me on the day of 200..... and being identified by*

(or being known to me) acknowledged the above signature or mark to be his/theirs and that he/they had freely and voluntarily executed this instrument and understood its contents.

.....
Signature and designation of the person certifying

CERTIFICATE OF IDENTIFICATION

Name

I HEREBY CERTIFY that the above named appeared before me on the day of 200..... and being identified by*

(or being known to me) acknowledged the above signature or mark to be his/theirs and that he/they had freely and voluntarily executed this instrument and understood its contents.

.....
Signature and designation of the person certifying

CERTIFICATE OF IDENTIFICATION

Name

I HEREBY CERTIFY that the above named appeared before me on the day of 200..... and being identified by*

(or being known to me) acknowledged the above signature or mark to be his/theirs and that he/they had freely and voluntarily executed this instrument and understood its contents.

.....
Signature and designation of the person certifying

*NOTE: Please ensure that the appropriate insertions and/or deletions are made so that the method of identification is clear.

CERTIFIED TRUE COPY

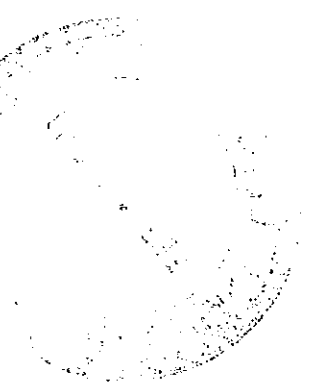
Sheet 1 of 2

Registrar of Lands

C - INCUMBRANCES SECTION

32D 92

ENTRY No.	DATE	INSTRUMENT No.	NATURE OF INCUMBRANCE	FURTHER PARTICULARS	SIGNATURE OF REGISTRAR
1	11/02/83	652/83	Rest. Agrmnts	Subject to the Restrictive Agreements filed in 32D 56.	C. GEALEY
6	13/05/03	5600/03	Charge	Principal Sum: C\$137,000.00. Interest rate is 2% p.a. above the Charge's Prime Lending Rate for C\$\$. Repayable on demand.	J WITTER
				Note: Chargee has the right to tack & consolidate (RLL Secs. 81 & 82) JW	
8	12/05/05	15833/05	T/Chg	Proprietors: FIDELITY BANK (CAYMAN) LTD., P.O. Box 914 GT, Grand Cayman, Cayman Islands.	C. GEALEY
8	12/05/05	15834/05	Var. of Chg	Principal sum of C\$137,000.00 has increased by C\$3,000.00 to total C\$140,000.00. Interest rate of Prime plus 2%. For further variations see filed schedule.	C. GEALEY
9	14/12/05	22456/05	2nd Charge	Principal Sum: C\$35,000.00. Interest Rate of Prime plus 3% p.a. Repayment Date: Unspecified.	C. GEALEY
				Note: Chargee has the right to tack & consolidate (RLL Secs. 81 & 82) CG	
10	14/12/05	22456/05	Proprietors	Proprietors: CAYMAN ISLANDS DEVELOPMENT BANK, P.O. Box 2576 GT, Grand Cayman.	C. GEALEY
11	22/03/07	3166/07	Var. 2nd Chg	Principal sum of C\$35,000.00 is increased by C\$10,486.00 to total C\$45,486.00. Interest Rate at base plus 2.50% p.a.	J Witter



----- Forwarded message -----

From: **Dionne Connor** <dmconnor381@gmail.com>

Date: Mon, Dec 1, 2014 at 11:19 AM

Subject: Transfer of Land - Champs Fleur Dr, Newlands

To: charlieparrot@hotmail.com, charlierparrot@yahoo.com

Cc: lcgrp@yahoo.com

Gillian,

Following our conversation on 18th Nov, 2014 and as promised, just reminding you to update me ref. the transfer of the Beach Bay land in Fall Search. I will wait for you to get back to me by tomorrow, or latest Wednesday, 3rd Dec, 2014 as this would be the two weeks we agreed.

I went to Land & Survey and did some research and noted the following:

- (1) In examining the transactions that were done on the Beach Bay land, Fidelity placed all their charges on the Beach Bay property, the last was approx. some CI\$120K
- (2) the land at Beach Bay that I transferred to you is no longer in your name, but in a person and company' name, seems as if it was registered in as half share each for the new owners and it has a clear title; that is no charges.
- (3) The Property at Newlands, Champs Fleur Dr.(27B 43) only has the charges placed by TECCU in 2004 for the sum of CI \$60K that were due for repayment on 28th Jan 2010, and the caution I have on it since 2007.
- (4) Spoke to a Lands & Survey officer who advise me that the Champs Fleur land can be transferred in my name as the bank seem to have placed all their charges on the Beach Bay Land.

So with the above noted I have begun to complete the transfer papers for the Champs Fleur land for you to sign.

Await your response.

Regards,

Dionne Frederick

----- Forwarded message -----

From: **Dionne Connor** <dmconnor381@gmail.com>

Date: Sun, Dec 7, 2014 at 8:41 AM

Subject: Hi?

To: charlieparrot@hotmail.com, charlierparrot@yahoo.com

Gillian,

I trust that you are well. I've been trying to contact you without any success and noticed that you are not responding to any of my emails sent to the address that you indicated was valid, hmmm, interesting might I say.

Anyway, I will wait for you to contact me by latest Tuesday, 9th Dec 2014 as this would be 3 weeks since we spoke, and I am aware that you are in Cayman.

Regards,

Dionne Frederick